

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Susan Dean, 954-797-1042

**PREPARED BY:** Susan Dean

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Townwide

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING AN EXTENSION THROUGH JUNE 27, 2007 OF THE JOINT PARTICIPATION AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY TO HOLD A HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT IN THE TOWN OF DAVIE; PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The Town and Broward County will enter into an agreement which will allow the Town of Davie to host a hazardous waste drop off in the Town of Davie. Broward County has reviewed the available sites and would like to schedule the event at Pine Island Park on July 16, 2005. Broward County will supply the "Hazmobile," a mobile self-contained unit, and the staff to conduct the event at no charge to the Town of Davie. The Agreement has been approved by the Town Attorney.

**PREVIOUS ACTIONS:** Previous Agreement dated Nov 17, 2004

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted? N/A

**RECOMMENDATION(S):**

Motion to Approve

**ATTACHMENT(S):**

Joint Participation Agreement available on request

Letter of Authorization from Broward County

RESOLUTION NO \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING AN EXTENSION THROUGH JUNE 27, 2007 OF THE JOINT PARTICIPATION AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY TO HOLD A HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT IN THE TOWN OF DAVIE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County currently operates two Household Hazardous Waste Drop-Off Centers in Pompano Beach and Hollywood Florida; and

WHEREAS, Broward County desires to bring Household Hazardous Waste disposal services into those communities that are remote from the two permanent collection sites; and

WHEREAS, the Town of Davie wishes to host a Household Hazardous Waste Collection event in order to increase the convenience for Davie's residents to dispose of their hazardous items in an environmentally safe manner; and

WHEREAS, in order to deliver these services, the County and the Town agree that a special, prescheduled, pre-advertised collection event within the Town shall be held under the terms and conditions of this Agreement, and

WHEREAS, the Town agrees to the mutual terms and conditions, promises and covenants as herein set forth in the Joint Participation Agreement, a copy of which is attached as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. This Agreement shall take effect immediately upon its passage and adoption.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006



Public Works and Transportation Department - Waste and Recycling Services

**RECYCLING AND CONTRACT ADMINISTRATION DIVISION**

1 N. University Drive, Suite 400 • Plantation, Florida 33324 • 954-765-4202 • FAX 954-577-2390

April 25, 2006

Mr. Ken Cohen  
Town of Davie  
6591 Orange Drive  
Davie, FL 33314

Re: Household Hazardous Waste Remote Collections

Dear Mr. Cohen:

On August 10, 2004, Broward County approved a Joint Participation Agreement for Household Hazardous Collection Events, which was executed by your City on November 17, 2004. The Agreement expires June 27, 2006, but may be extended for up to two (2) additional one (1) year periods. In accordance with Article 4.1, this letter constitutes written notice extending the Joint Participation Agreement through June 27, 2007, subject to the consent of your City. All other terms and conditions of the Joint Participation Agreement remain unchanged.

We have attached the graphical usage data from your City's most recent event. As the host city your residents realized greater convenience. Municipal based information helped extend awareness and bolster participation. We feel the program is a real win-win situation and look forward to continuing this partnership.

The City's consent to extend the Joint Participation Agreement is required for future events. We look forward to your expeditious attention and response. Thank you.

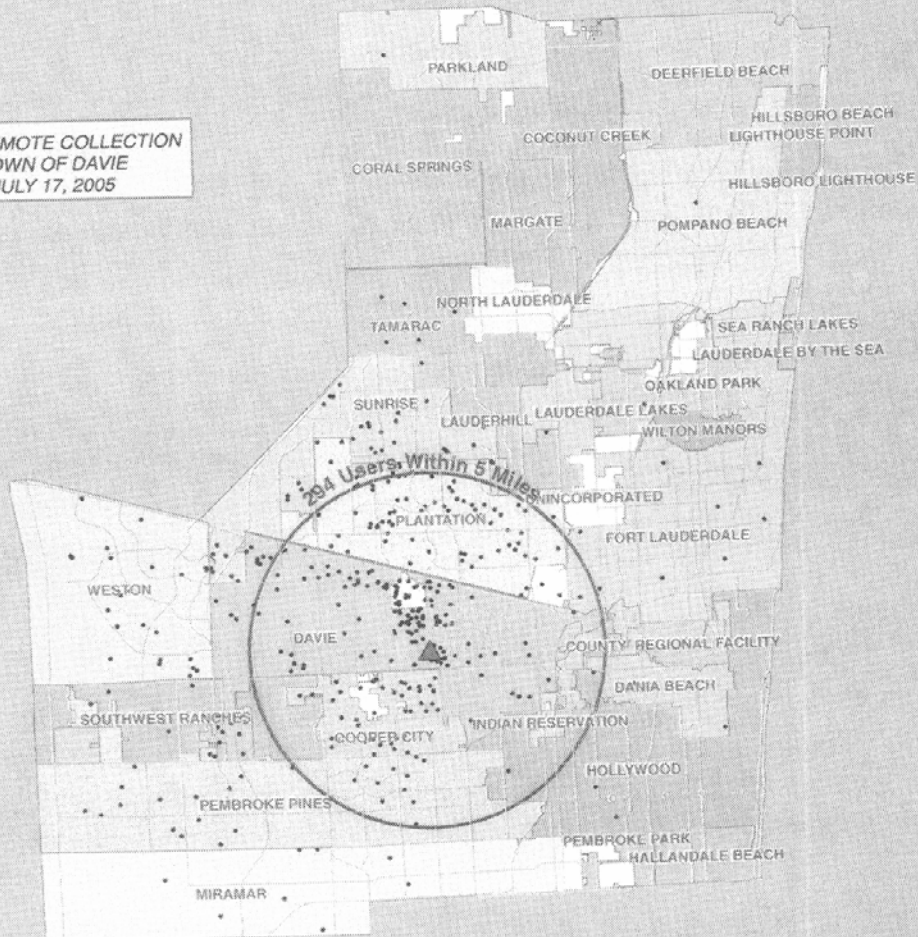
Sincerely,

  
Peter Foye  
Director

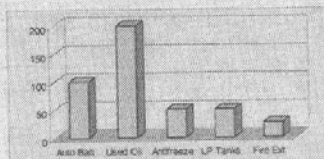
C: Commissioner John E. Rodstrom, Commission District 7  
Commissioner Lois Wexler, Commission District 5  
Bertha Henry, Interim County Administrator  
Zach Williams, Assistant County Administrator  
Robert Hernandez, Assistant County Administrator  
Pete Corwin, Assistant County Administrator  
Dick Brossard, Public Works Director  
Mary Beth Busutil, Director, Waste and Recycling Services  
Susan Dean, TAC Representative

# HOUSEHOLD HAZARDOUS WASTE SPECIAL EVENT

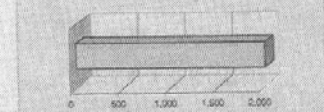
HHW REMOTE COLLECTION  
TOWN OF DAVIE  
JULY 17, 2005



Waste Summary



Liter Paint

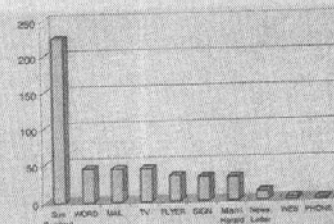


## Legend

- Remote User
- ▲ Collection Site
- 5 Mile Buffer

457 Total Users  
64% of Users Within 5 Miles

Referral Summary





**JOINT PARTICIPATION AGREEMENT**

between

**BROWARD COUNTY**

and

**TOWN OF DAVIE**

for

**HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS**

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JOINT PARTICIPATION AGREEMENT

between

BROWARD COUNTY

and

TOWN OF

for

HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

The TOWN OF DAVIE, a Florida municipal corporation, hereinafter referred to as "TOWN."

WHEREAS, the COUNTY desires to bring Household Hazardous Waste (hereinafter HHW) disposal services into communities remote from the two permanent collection sites currently located in Hollywood and Pompano; and

WHEREAS, in order to deliver such services, COUNTY and TOWN agree that special, pre-scheduled, pre-advertised collection events within the TOWN shall be held under the terms and conditions of this agreement; NOW, THEREFORE

In CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and TOWN agree as follows:

ARTICLE 1  
DEFINITIONS

- 1.1 **AGREEMENT:** "Agreement" means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **BOARD:** "Board" shall mean the Broward County Board of County Commissioners.
- 1.3 **CONTRACT ADMINISTRATOR:** "Contract Administrator" shall mean the Broward County Administrator, the Director of the Recycling Contract Administration Division, or the designee of such County Administrator or Director. The primary

responsibilities of the Contract Administrator are to coordinate and communicate with TOWN and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator as permitted in this Agreement.

- 1.4 **COUNTY:** "County" shall mean The Board as defined in Section 1.2 unless expressly provided otherwise.
- 1.5 **COUNTY ATTORNEY:** "County Attorney" shall mean the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 **EFFECTIVE DATE:** and the date this Agreement shall be effective, is the date this Agreement is fully executed by the County and the TOWN.
- 1.7 **EVENT:** "Event" shall consists of the services described in Article 2.

## ARTICLE 2 SCOPE OF SERVICES

- 2.1 TOWN shall perform all work identified in this Agreement and Exhibit "A," Event Plan, attached hereto and incorporated herein. The parties agree that the scope of services is a description of TOWN's and COUNTY's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by both TOWN and COUNTY impractical, illogical, or unconscionable.
- 2.2 TOWN acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement; provided however that the Contract Administrator retains the authority to make changes to Exhibit "A", in order to increase the operational efficiency of the event and/or to address health and safety concerns as he/she deems necessary, so long as any such modifications do not increase the cost to either party of providing the original scope of services or result in encumbrances on either party's performance hereunder.
- 2.3 COUNTY and TOWN agree that COUNTY's role is to provide general administrative oversight and joint funding for this Event and that COUNTY shall not, therefore, exercise any control over the work herein described, except as specifically provided for by the terms and conditions of this Agreement.

- 2.4 TOWN agrees to name COUNTY as a third-party beneficiary to all rights and benefits enjoyed by TOWN pursuant to any contracts with consultant(s) or contractor(s) providing services pursuant to the terms and conditions of this Agreement.

ARTICLE 3  
COSTS AND COMPENSATION

- 3.1 COUNTY and TOWN shall share the costs of the Event in accordance with the terms and conditions contained herein and Exhibit "A."

ARTICLE 4  
TERM AND TIME OF PERFORMANCE

- 4.1 The term of this Agreement shall begin on the date it is fully executed by both parties ("Effective Date") and shall end on June 27, 2006, unless terminated earlier pursuant to Article 7, "Termination." The term may be extended for up to two (2) additional one (1) year periods upon written approval of the Contract Administrator, 30 days prior to the expiration of the then current term, and the consent of TOWN. The continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY and TOWN in accordance with Chapter 129 and 166, Florida Statutes.

ARTICLE 5  
INDEMNIFICATION

- 5.1 TOWN is a state agency as defined in Chapter 768.28, Florida Statutes, and so agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.
- 5.2 COUNTY is a political subdivision as defined in Chapter 768.28, Florida Statutes, and so agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6  
INSURANCE

- 6.1 TOWN is an entity subject to Section 768.28, Florida Statutes, and TOWN shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said agreement.

ARTICLE 7  
TERMINATION

- 7.1 This Agreement may be terminated for cause by action of the Board or by TOWN if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach, or for convenience by action of Board or TOWN upon not less than thirty (30) days' written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator or TOWN upon such notice as Contract Administrator or TOWN deems appropriate under the circumstances in the event termination is necessary to protect the public health, safety, or welfare.
- 7.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a timely manner calculated to meet or accomplish the objectives of COUNTY or TOWN as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator or TOWN which is deemed necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience prior to the conclusion of the term set forth herein, both parties acknowledge and agree that Ten Dollars (\$10.00) of the compensation to be paid hereunder, the adequacy of which is hereby acknowledged by both parties, is given as specific consideration to either party's right to terminate this Agreement for convenience.

ARTICLE 8  
NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified; and the place for

giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

COUNTY:

Director, Recycling & Contract Administration Division  
1 North University Drive  
Suite 400 B  
Plantation, Florida 33324

TOWN:

Thomas J. Willi, Town Administrator  
Town of Davie  
6591 Orange Drive  
Davie, FL 33314

ARTICLE 9  
EEO COMPLIANCE

9.1 EEO COMPLIANCE

TOWN shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. TOWN shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, TOWN shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

TOWN's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

TOWN shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

By execution of this Agreement, TOWN represents, and COUNTY hereby materially relies on such representation in entering into this Agreement, that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). An untrue representation of the foregoing shall entitle COUNTY to

terminate this Agreement and recover from TOWN all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 10  
MISCELLANEOUS

10.1 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of TOWN that are related to this Event. TOWN shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Event.

TOWN and COUNTY shall preserve and make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by one party to be applicable to the other party's records, the other party shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated. Any incomplete or incorrect entry in TOWN's books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

10.2 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.

10.3 MATERIALITY AND WAIVER OF BREACH

COUNTY and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.4 COMPLIANCE WITH LAWS

Both parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.5 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.6 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

10.7 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.

10.8 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit and venue for litigation arising out of this Agreement shall be in such state courts. By entering into this Agreement, TOWN and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.



#### 10.9 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN.

#### 10.10 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written. The parties hereto acknowledged and agree that the Interlocal Agreement dated August 4, 2003 shall terminate on the Effective Date of this Agreement.

#### 10.11 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

#### 10.12 INDEPENDENT CONTRACTOR

TOWN is an independent contractor under this Agreement. Services provided by TOWN pursuant to this Agreement shall be subject to the supervision of TOWN. In providing such services, neither TOWN nor its agents shall act as officers, employees, or agents of the COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to TOWN or TOWN's agents any authority of any kind to bind COUNTY in any respect whatsoever.

#### 10.13 LIVING WAGE REQUIREMENT

To the extent TOWN is a "covered employer" within the meaning of Broward County Ordinance No. 2002-45, as may be amended from time to time, TOWN agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and TOWN shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete all of the obligations set forth therein. TOWN shall be responsible for and shall ensure that all of its subcontractors that qualify as covered employers fully comply with the requirements of such ordinance and satisfy, comply with, and complete all of the obligations set forth therein:

10.14 MULTIPLE ORIGINALS


Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and TOWN, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

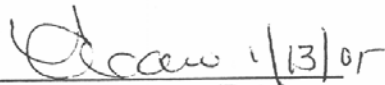
  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By   
Mayor

<sup>19<sup>th</sup></sup> day of January, 2005

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
EDWARD A. DION, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By  1/13/05  
Yasmi Govin (Date)  
Assistant County Attorney



AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR A  
PROMOTIONAL HOUSEHOLD HAZARDOUS WASTE REMOTE SITE PROGRAM

TOWN

Approved by Resolution No. R-2004-257

Dated 11/17/04

ATTEST:

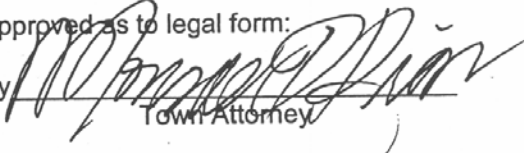
  
Clerk

TOWN OF DAVIE

By   
Administrator

This 17<sup>th</sup> day of November, 2004

Approved as to legal form:

By   
Town Attorney

YYG:dmv  
HHWRemote-Davie.DOC  
10/20/04

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN FOR A PROMOTIONAL  
HOUSEHOLD HAZARDOUS WASTE REMOTE SITE PROGRAM

**EXHIBIT "A"**  
**EVENT PLAN**

**Section 1**    **Definitions**

For purposes of this Exhibit "A", the following definitions shall apply:

- 1.1**    **Contractor:** The Firm(s) hired by the COUNTY, pursuant to Bid #J-Y-03-282-B11, to provide various services in the collection, processing and disposal of HHW pursuant to this Agreement.
- 1.2**    **Event Coordinator:** The municipal representative assigned by the Town responsible for coordinating municipal response and take any necessary action on behalf of the municipality, pursuant to the terms and conditions of this Agreement.
- 1.3**    **HHW Coordinator:** The County employee responsible for the planning and implementation of the County's HHW Program including the Remote Site Events.
- 1.4**    **Contractor's Project Coordinator:** Employee of the Contractor, as defined herein, responsible for coordinating the Remote Site Events, in cooperation with the HHW Coordinator.
- 1.5**    **Health and Safety Plan:** A site specific plan, developed cooperatively by the HHW Coordinator and Contractor, which will address related safety issues, worker welfare and spill contingencies arising from the Site Events contemplated by this Agreement.
- 1.6**    **Business Generated Hazardous Waste:** Hazardous materials not generated from residential activities, more particularly, materials generated by conditional exempt small quantity generators or other licensed generators.

**Section 2**    **INTENT**

The intent of the Remote HHW collection event is to bring HHW disposal services into communities remote from the two permanent collection sites at: 2780 N. Powerline Road, Pompano Beach, and 5601 W. Hallandale Beach Blvd. Hollywood. The intent is also to make access to the HHW service more available to all County residents. The remote events will target specific municipal regions, however, every event shall be open to the all residents of Broward County.

### **Section 3    SERVICES OFFERED BY HHW REMOTE COLLECTION EVENTS**

One or more pre-scheduled, pre-advertised collection events at a municipal site, with thirty days advanced notice to TOWN. The event will be operated by Broward County's HHW Program, and its Hazardous Household Waste Contractor. Where appropriate the terms and conditions of the Bid #J-Y-03-282-B11, attached hereto and incorporated herein as Exhibit "B", shall apply.

### **Section 4    COUNTY RESPONSIBILITIES**

- 4.1 The County shall provide technical assistance in site selection, traffic patterns, municipal staff deployment and other event planning, including due notice to Contractor.
- 4.2 COUNTY shall pay for the disposal of acceptable collected hazardous waste in accordance with Bid#J-Y-03-282-B11. Pursuant to this Bid, all material must be weighed in original containers using Florida State Department of Agriculture Certified Scale and net weight recorded by Contractor. Disposal costs are based on the net weight of the waste which will be determined by on site weighing.
- 4.3 The COUNTY HHW Coordinator, or his/her designee, shall certify net weight, contents, number, size and disposal facility of each drum on a Chemical Waste Removal Log. One (1) copy of which shall be given to the COUNTY at the close of the Event.
- 4.4 The COUNTY shall accept collected, segregated hazardous materials and latex paint delivered to the Event from government agencies of the TOWN.
- 4.5 The COUNTY shall provide a roll-off container(s) for the collection of latex paint and pay all transportation and processing charges.
- 4.6 The County will prepare, coordinate and finance one (1) Event Advertisement to be run in the local area newspaper. Camera ready art from this advertisement shall be available for municipal use.
- 4.7 The HHW Coordinator, or designee, shall sign all Chemical Waste Disposal Logs and Manifests. The Coordinator shall be given a legible copy of each document. In addition to the above referenced documents, the Coordinator will be given a legible copy of the Container Content Sheets. The Coordinator will receive each document prior to the Contractor's removing waste from the site. These documents shall be available for TOWN review upon request.

#### **HEALTH AND SAFETY**

- 4.8 Prior to the Event, a Contingency Spill Plan shall be prepared by the Contractor and County Coordinator. The Contract Administrator, with the assistance of the Event Coordinator, shall prepare and distribute a list of local emergency groups, agencies and their phone numbers. Clear directions to the nearest hospital are to be included in the Spill plan.
- 4.9 All terms and conditions of Bid #J-Y-03-282-B11, apply to this section.

#### **Section 5 HHW CONTRACTOR RESPONSIBILITIES**

As Outlined in Bid #J-Y-03-282-B11:

- 5.1 Contractor shall provide sufficient personnel to fully staff the remote collection Event. The estimated number of staff necessary shall be discussed and coordinated with the HHW Coordinator, seven (7) days prior to the event. Such personnel shall include a field chemists holding a four year degree in chemistry.
- 5.2 Contractor shall provide and pay for ALL of the necessary equipment and material for setting up and operating the remote collection Event. This includes environmental protection and safety equipment.
- 5.3 Contractor shall provide hazardous waste categorization, identification, collection, packaging, transportation, disposal and related services for the COUNTY's HHW Collection program in the most cost effective manner.
- 5.4 All waste shall be removed from the TOWN site at the close of the event.

#### **HEALTH AND SAFETY**

- 5.5 Contractor's Project Coordinator has the authority to activate the COUNTY's Emergency Plan. Under emergency conditions, Contractor ' Project Coordinator shall support and advise the COUNTY Program Coordinator or designee.
- 5.6 Contractor's Project Coordinator shall conduct a MANDATORY Safety Briefing at 7:30a.m. prior to each Event.
- 5.7 All terms and conditions of Bid #J-Y-03-282-B11, apply to this section.

## **Section 6 TOWN RESPONSIBILITIES**

- 6.1 The TOWN shall appoint an Event Coordinator to be responsible for pre and post event meetings and inspections. This representative shall be available to provide necessary Event coordination with the Broward County HHW Coordinator. The representative shall be identified by TOWN at least thirty (30) days prior to the Event to insure the collection procedures conform with the County's Hazardous Waste Disposal Agreement and this Agreement.
- 6.2 The Event Coordinator shall coordinate with HHW Coordinator Contractor's Project Coordinator to establish site configuration to allow participants to deliver waste materials in a drive through pattern without leaving their vehicle. The traffic layout shall be agreed upon and prepared two (2) weeks prior to the Event. Although, legible instructions and traffic control signs shall be provided by Contractor, the TOWN agrees to provide traffic control assistance on the date of the Event.
- 6.3 TOWN shall require that participants provide proof of Broward County residency and record basic information on a survey form provided by the COUNTY. Completed forms shall be forwarded to and retained by the COUNTY and made available to the TOWN upon request.
- 6.4 TOWN shall screen participants for business-generated hazardous waste. Any business-generated waste shall not be accepted by TOWN, and will be referred to the hazardous waste Contractor for separate attention.
- 6.5 TOWN shall be responsible for staffing the Event for the transition and flow of traffic and data recording. The number of staff necessary for these tasks will depend upon the amount of advertising and the anticipated turnout.
- 6.6 TOWN shall advertise the collection in local newsletters, flyers and any other media deemed appropriate by the Contract Administrator. The COUNTY shall be recognized as co-sponsor on all advertising pursuant to this paragraph.

### **HEALTH AND SAFETY**

- 6.7 TOWN acknowledges and agrees that all staff, working the Event MUST attend the MANDATORY SAFETY BRIEFING at 7:30 a.m. prior to the opening of the event.
- 6.8 All terms and conditions of Bid #J-Y-03-282-B11, apply to this section.



AGREEMENT BETWEEN BROWARD COUNTY AND TOWN FOR A PROMOTIONAL  
HOUSEHOLD HAZARDOUS WASTE REMOTE SITE PROGRAM

EXHIBIT "B"

BROWARD COUNTY BID NO. J-Y-03-282-B11

## SUBMIT BID TO:



Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, Florida 33301-1801  
(954) 357-6065/66

BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

## INVITATION FOR BID

Bidder Acknowledgment

## — GENERAL CONDITIONS —

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

## BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

**SEALED BIDS:** This form must be executed and submitted with all bid sheets in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid form may be rejected. All bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by bidder to his bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. Bids will not be accepted from firms in arrears to the Board of County Commissioners upon debt or contract nor from a defaulter upon obligations to the Board of County Commissioners. Bidder certifies by signing the bid that no principals or corporate officers of his firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents.
- NO BID:** If not submitting a bid, respond by returning this Bidder Acknowledgement form, marking it "NO BID", no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID."
- BID WITHDRAWAL:** No bidder may withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.
- BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that his bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request.

(Continued on Page 2)

BIDS WILL BE OPENED 2 p.m. APRIL 20, 2004  
and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE HOUSEHOLD HAZARDOUS WASTE COLL &amp; DISP SVCS

BID NO. JY03282B1

PURCHASING AGENT WENDY LORENZO (954) 357-6083

DELIVERY DATE April 20, 2004

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

BID GUARANTY IS ATTACHED,  
WHEN REQUIRED, IN  
THE AMOUNT OF \$ 5% of bid total

REASON FOR NO BID

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER  
20-0414157

DUN & BRADSTREET NUMBER  
09-372-9114

BIDDER NAME  
EQ Florida, Inc.

BIDDER MAILING ADDRESS/CITY/STATE/ZIP  
7202 East 8th Avenue  
Tampa, FL 33619

AREA CODE TELEPHONE NO CONTACT PERSON  
(800) 624-5302 Curt DeBrunner

FAX NO INTERNET ADDRESS  
(813) 628-0842 curt.debrunner@eqonline.com

*Robert Mulholland*  
AUTHORIZED SIGNATURE (original in ink)

Robert Mulholland General Manager

TYPED NAME OF SIGNER TITLE

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 4 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

perform in accordance with specifications, terms and conditions. The Purchasing Director or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Purchasing Director or the Board of County Commissioners reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify County immediately of notice of any citations or violations which he may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to him.

20. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
21. **NOTICE TO SELLER TO DELIVER:** No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing.
22. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
23. **RESOLVE PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with the Broward County Procurement Code Sec. 21.118, relative to "Pre-Litigation Protested Solicitations and Proposed Awards":
  - a. Right to Protest. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract which is \$100,000 or greater may protest to the Director of Purchasing. The protest shall be submitted in writing within seven calendar

days after such aggrieved person knows or should have known the facts giving rise thereto.

- b. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract which is less than \$100,000 may protest to the Director of Purchasing. The protest shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Director of Purchasing.
24. **PUBLIC ENTITY CRIMES ACT:** In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider who has been placed on the convicted vendor list following a conviction of a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact any business with the County in excess of the threshold amount (currently \$15,000) provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of the County purchase and may result in debarment.
25. **RECYCLED CONTENT INFORMATION:** In support of the Florida waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.
26. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the bidder.

It is understood and agreed that Broward County is not a legally binding party to any contractual agreement made between any governmental unit and the bidder as a result of this bid.

The entire chapter of the Broward County Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Division's Secretary by calling (954) 357-6071. You may also view and/or download the Procurement Code Notices for Bids, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Division, telephone directory, How to do Business with Broward County and Vendor Registration on the internet at:

<http://www.co.broward.fl.us/purchasing.htm>

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**

2. **AWARD CRITERIA:**

- 2.1 If a specific basis of award is not established in the Invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications.
- 2.2 **THIS IS A GROUP AWARD. ALL ITEMS MUST BE BID IN THE GROUP IN ORDER TO BE RESPONSIVE. IF THERE IS A "NO CHARGE" FOR AN ITEM, INDICATE "N/C".**

3. **EXPERIENCE:**

- 3.1 **CONTRACTOR** should have a minimum of three (3) years acceptable experience in Household Hazardous Waste Collection events. **CONTRACTOR** shall describe experience and furnish verifiable references with contacts, title, telephone numbers and mailing addresses.
- 3.2 Contractor shall furnish references from a minimum of three Florida Counties, with a total population of at least 100,000 each whom with the contractor has acceptably contracted for at least one year within the past five years. These contracts shall have been Household Hazardous Waste contracts and references shall be provided to demonstrate acceptable performance. Contractor shall furnish a list of references contacts and titles, telephone numbers, name of County, mailing address.
- 3.3 **CONTRACTOR** shall have a three (3) year average annual tangible net worth of two (2) million dollars (\$2,000,000.00).
- 3.4 **CONTRACTOR** should complete reference form (Attachment "B").
- 3.5 **CONTRACTOR** must have and maintain during the length of the contract term at least one Operational, Resource Conservation Recovery Act (RCRA) Permitted Treatment Storage or Disposal (TSD) or TSD - like Facility in Florida.

4. **OTHER SPECIAL CRITERIA:**

- 4.1 Any and all subcontractors shall be identified as part of the Bid Submittal, along with their scope. No other subcontractor shall be used that is not submitted with this Bid.
- 4.1.1 The **CONTRACTOR** shall be, at the time of bid submittal licensed to collect, recycle and store hazardous waste. The **CONTRACTOR** and any or all Subcontractors shall be, at the time of bid submittal, and during the contract period, licensed to transport and dispose of hazardous waste. The **CONTRACTOR** shall submit the **CONTRACTOR'S** any or all Subcontractor's, Environmental Protection Agency (EPA) ID number and proof of the Department of Planning & Environmental Protection Hazardous Waste Transporter Registration.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**

8. **PRE-BID CONFERENCE:** (Continued)  
Job site visitation is strongly recommended; submission of a bid will be construed that the bidder is acquainted sufficiently with the work to be performed.

<u>Pre-Bid Conference</u>	
Date:	April 7, 2004
Time:	11:00 AM
Location:	North Trash Transfer Station 2780 North Powerline Road Pompano Beach, FL 33064

Take the Florida Turnpike to Sample Road East to Powerline Road South, 1/2 Block.

If you require any auxiliary aids for communication, please call 357-6065 so that arrangements can be made in advance.

10. **DELIVERY:**  
See Attachment "A", Specifications.

11. **INSURANCE REQUIREMENTS:** (SAMPLE INSURANCE CERTIFICATE ATTACHED)(Attachment "I")  
The Insurance Requirements contained in this Bid represent the minimal protection necessary for the County as determined by the Risk Management Division. Further modifications of the requirements may be made at the sole discretion of the Risk Management Division if circumstances change or adequate protection of the County is presented. No award will be recommended until a written determination is made by Risk Management Division that the County is adequately protected. The low bidder shall be required to provide proper insurance to the Purchasing Division prior to award by the Purchasing Director or recommendation of award to the Board of County Commissioners, whichever is applicable.

Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by the COUNTY (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth in this Section.

- 11.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(s) must include:

- 11.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**

**11. INSURANCE REQUIREMENTS:** (Continued)

- 11.3 Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- 11.3.1 Owned Vehicles.
  - 11.3.2 Hired and Non-Owned Vehicles.
  - 11.3.3 Notice of Cancellation and/or Restriction -- The policy(s) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restrictions.
- 11.4 The CONTRACTOR shall provide to the COUNTY Certificates of Insurance evidencing the insurance coverage specified in 11.1, 11.2, and 11.3 above. The Contractor should provide these Certificates within fifteen (15) days after request by the Purchasing Agent. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Contract and section and the above paragraphs in accordance as required by such paragraphs of this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- 11.5 Certificates of insurance shall be provided as specified in sub-section 12.4 above unless any of these coverages are, for just cause, inapplicable, and upon specific request by the vendor are excepted by written determination of risk management and approved by the purchasing director. If an exception is requested, the bidder should indicate in the appropriate area on the bid sheet any such request including reason(s) thereto for exemption from insurance requirements as specified in this section of this invitation for bid/quotation request.
- 11.6 Certificates of insurance shall be provided as specified in section 12.4 listing Remote Collection Event Partners as additionally insured in the name of the participating Public Agency or Private Company for work conducted at Remote Collection Event Partner Sites.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**

**17. PERFORMANCE AND PAYMENT GUARANTY:**

- a. Within ten (10) days after notification of award, the successful Bidder shall furnish a Performance and Payment Bond attached hereto as Attachment "D".
- b. The Contractor is required at all times to have a valid Performance and Payment Guaranty in force covering the work being performed. Bond must be in the amount of 100% of total amount of contract guaranteeing the County the satisfactory performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers or subcontractors employed in the prosecution of the work.
- c. The Contractor agrees to keep such Guarantee(s) or a replacement thereof, in force at all time during the period of the contract.
- d. In lieu of the bond required by this section, contractor may furnish an alternate form of security which shall be in the form of cash, money order, certified check, cashiers check or irrevocable letter of credit of the form and containing all provisions of the Irrevocable Letter of Credit attached hereto as Attachment "E". Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bond required by this section. A determination of the value of such alternative forms of security shall be made by the County.

**18. QUALIFICATIONS OF SURETY:**

The Bid Bond and Performance and Payment Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five years.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

- A) The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10 Section 223.111). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**

19. **PREFERENCES:**

No contractor shall receive more than one county-authorized preference for the same procurement. If a contractor is eligible for more than one County-authorized bid preference for a particular procurement, the contractor shall be eligible to receive only the bid preference that is most favorable to the contractor.

A. **DOMESTIC PARTNER CLAUSE: (Attachment "H")**

**Preference for county contractors providing for nondiscrimination of benefits for domestic partners.** (Reference Ordinance No. 1999-03, as amended)

In accordance with Broward County Code, Chapter 16 ½, section 16 ½-157 and the Broward County Administrative Code, Subsections 21.31.a., 6., 7., 8., the Broward County Board of County Commissioners reserves the right to apply a preference in the award of a contract to those Contractors providing for nondiscrimination of benefits for domestic partners. This preference may be applied to all awards of \$200,000 per annum or more. The determination to apply this preference shall be made by the Board of County Commissioners.

To be eligible for the domestic partnership preference, a contractor's program eligibility criteria must be substantially equivalent to those established in Section 16 ½-153 (b), Broward County Code. A contractor will be deemed ineligible for the domestic partnership preference if its benefits program discriminates against employees in violation of the Broward County Human Rights Act.

B. **LOCAL PREFERENCE CLAUSE:**

In accordance with Sections 1-74 through 1-80 of Broward County Ordinance No. 2002-19, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity. An apparent low bidder outside the preference area and a local bidder whose submittal is within 5% of the apparent low bid will be given the opportunity to submit a best and final offer. Award will then be to the low responsive, responsible bid.

Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.



PREVIOUS CONTRACT NO. J-3-00-071-B2

BID NO. J-Y-03-282-B1  
Addendum #1  
April 9, 2004

BID SHEET

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

TO: BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith.

In accordance with all terms, conditions, specifications and requirements, the bidder offers the following:

GROUP 1 (ITEMS 1 THRU 38)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
<u>Mobilization Charges – Remote Collection Events</u>				
Mobilization for Remote Collection Events only. Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.				
1.	9 Ea.	#925 31 003 0001 Mobilization Charge One Day Remote Event Includes All Staff, Supplies And Equipment Costs.	\$ <u>1,000.00</u> /Ea.	\$ <u>9,000.00</u>
2.	9 Ea.	#925 31 003 0004 Mobilization Charge for Two Day Remote Event Includes All Staff, Supplies and Equipment Costs.	\$ <u>500.00</u> /Ea.	\$ <u>4,500.00</u>

NAME OF COMPANY: EQ Florida, Inc.

BID SHEET  
(CONTINUED)HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

## GROUP 1 (ITEMS 1 THRU 38) (Continued)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
<u>Supplies - Including Delivery (Continued)</u>				
9.	3 Ea.	#100 29 002 0001 85-Gallon Poly-Over Pack Drum UN1H2/Y295	\$ 100.00 /Ea.	\$ 300.00
10.	15 Ea.	#100 29 004 0010 10 Ft./150# Net Fiber Drum UN1G2/Y46	\$ 43.00 /Ea.	\$ 645.00
11.	100 Ea.	#010 57 390 0100 Vermiculite (Per 16 Lb. Bag)	\$ 7.00 /Ea.	\$ 700.00

Waste Disposal

Rates based on net material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

LIQUID DRUMMED (BULK) EXCLUDING CONTAINER WEIGHT

12.	60,000 Lbs.	Alkyd (Oil Based) Paint and Solvents	\$ 0.30 /Lb.	\$ 18,000.00
13.	55,000 Lbs.	Fuels and Solvents Halogenated and Non-Halogenated	\$ 0.30 /Lb.	\$ 16,500.00
14.	12,000 Lbs.	Corrosives Acid or Alkaline	\$ 0.45 /Lb.	\$ 5,400.00
15.	500 Lbs.	Pesticides	\$ 0.45 /Lb.	\$ 225.00
16.	5,000 Lbs.	Sludges, Hazardous RCRA Listed, High Solids, Low BTU	\$ 0.40 /Lb.	\$ 2,000.00
17.	5,000 Lbs.	Sludges, Non-Hazardous Non-Rcra Listed, High Solids, Low BTU	\$ 0.29 /Lb.	\$ 1,450.00

NAME OF COMPANY: EQ Florida, Inc.

PREVIOUS CONTRACT NO. J-3-00-071-B2

BID NO. J-Y-03-282-B1  
Addendum #1  
April 9, 2004

BID SHEET  
(CONTINUED)

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

GROUP 1 (ITEMS 1 THRU 38) (Continued)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Waste Disposal (Continued)

SOLIDS AND LIQUIDS LAB PACKED EXCLUDING CONTAINER WEIGHT

28.	5,500 Lbs.	Corrosives Liquid or Solid Acid or Alkaline	\$ <u>1.25</u> /Lb.	\$ <u>6,875.00</u>
29.	1,100 Lbs.	Oxidizers Liquid or Solid	\$ <u>2.00</u> /Lb.	\$ <u>2,200.00</u>
30.	100 Lbs.	Organic Peroxides Liquid or Solid	\$ <u>2.00</u> /Lb.	\$ <u>200.00</u>
31.	4,000 Lbs.	Pesticides/Poisons Liquid	\$ <u>1.50</u> /Lb.	\$ <u>6,000.00</u>
32.	1,000 Lbs.	Pesticides/Poisons Solid	\$ <u>1.50</u> /Lb.	\$ <u>1,500.00</u>
33.	200 Lbs.	Elemental Mercury	\$ <u>5.00</u> /Lb.	\$ <u>1,000.00</u>
34.	150 Lbs.	Mercury in Manufactured Articles	\$ <u>5.00</u> /Lb.	\$ <u>750.00</u>
35.	100 Lbs.	Reactives Liquid or Solid DOT Hazardous Classes 4.2, 4.3 Cyanide, Sulfide Bearing	\$ <u>5.00</u> /Lb.	\$ <u>500.00</u>

UNIT PRICED MATERIALS EXCLUDING CONTAINER WEIGHT

36.	1,500 Ea.	Compact and Straight Fluorescent Light Tubes Four (4) Feet or More In Length	\$ <u>1.00</u> /Ea.	\$ <u>1,500.00</u>
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NAME OF COMPANY: EQ Florida, Inc.

PREVIOUS CONTRACT NO. J-3-00-071-B2

BID NO. J-Y-03-282-B1  
Addendum #1  
April 9, 2004

BID SHEET  
(CONTINUED)

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

RECYCLED CONTENT INFORMATION:

1. IS THE MATERIAL IN THE ABOVE: VIRGIN ☐ OR RECYCLED ☒  
(CHECK THE APPLICABLE BOX). IF RECYCLED, WHAT PERCENTAGE 30 %

PRODUCT DESCRIPTION: Oil Based Paint and Solvents, Fuels - Fuel Blended  
Mercury Devices, Fluorescent Bulbs - Recycle/Retort

2. IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT?  
YES ☒ NO ☐

SPECIFY: 55-Gallon Drums, 30-Gallon Drums - Reused/Recycled

3. IS YOUR PRODUCT RECYCLABLE AFTER IT HAS REACHED ITS INTENDED END USE?  
YES ☒ NO ☐

SPECIFY: Paints, Solvents, Fuels - Alternative Fuel Source

Mercury, Fluorescent Bulbs - Mercury Retort

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.

WOULD YOU ACCEPT CREDIT CARDS AS PAYMENT FROM BROWARD COUNTY? YES ☒ NO ☐

Visa, MC, AMEX

DO YOU QUALIFY FOR THE LOCAL PREFERENCE CLAUSE YES ☐ NO ☒

DO YOU QUALIFY FOR THE DOMESTIC PARTNER CLAUSE YES ☐ NO ☒

THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS  
LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED?

☒ YES ☐ NO

NAME OF COMPANY: EQ Florida, Inc.

ATTACHMENT "A"

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

**DEFINITIONS:**

Whenever the following words or terms appear in the Contract documents, their intent and meaning shall be interpreted as follows:

**Addenda: (Addendum):**

Any modification to the Contract documents issued in writing prior to the bid opening, or the execution of the Agreement.

**Agreement:**

This document, including any written amendments hereto which are approved by the BROWARD COUNTY Board of COUNTY Commissioners, and other written documents which are expressly incorporated herein by reference.

**Bid:**

The offer or proposal submitted on the specified bid forms by the Bidder setting forth the prices for the work to be performed.

**Bonds:**

Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his Surety.

**Cash Bond:**

A certified check or cashier's check furnished by the CONTRACTOR in lieu of a Surety Bond covering the same required amounts and providing the same guarantee as contained in the respective Surety Bond.

**CESQG: (Conditionally Exempt Small Quantity Generator):**

Those businesses generating less than 220 pounds of Hazardous Waste per month and never accumulating more than 2,200 pounds.

**CFR:**

Code of Federal Regulations.

**COUNTY:**

Broward COUNTY, Florida a political subdivision of the State of Florida.

ATTACHMENT "A"  
(Continued)

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

DEFINITIONS: (Continued)

Incineration:

The thermal treatment and destruction of waste where the physical destruction of the waste is the sole intent of the process. Does not include fuels blending.

Intermediate Facility:

A facility that is utilized for storage, consolidation, preparation, or other purposes for the preparation of wastes for final disposal.

Lab Pack:

A method of packing shipping containers with waste items left in their original containers surrounded with absorbent material. A detailed list of items usually accompanies the container.

Landfill:

A USEPA-permitted (RCRA Part B Permit required) Hazardous Waste disposal site where the method of disposal is burial.

The placement of wastes in a permitted land based disposal unit.

Loose Pack:

A method of packing shipping containers with waste items left in their original containers but absorbent materials and a detailed list of items is not used

Notice to Proceed:

Written notice from the BROWARD COUNTY Board of COUNTY Commissioners to the CONTRACTOR authorizing the CONTRACTOR to commence work relating to one, several, or all of the tasks described in this Agreement, or any changes or additions made thereto pursuant to this Agreement.

Performance Bond:

Cash Bond furnished by the CONTRACTOR, or a Surety Bond furnished by the CONTRACTOR and his Surety as a guaranty of good faith that he will execute the work, make payments, and provide final clean-up in accordance with the terms of this Agreement.

Project Coordinator

Contractor designee responsible for the direction of Contractor provided personnel at designated collection sites. The Project Coordinator shall hold a four (4) year degree in Chemistry or a Related Field with a minimum of two (2) years experience as a project manager for Household Hazardous Waste Events such as those held in Broward County.

ATTACHMENT "A"  
(Continued)

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

DEFINITIONS: (Continued)

TSD Like:

A facility that operates similar to a RCRA TSD facility but is not required to be permitted under RCRA. i.e 10 Day Storage Facility.

Ultimate Disposal Facility:

The facility at which the residual materials or by products from the Final Disposal Facility, such as incineration ash are managed.

USDOT:

The United States Department of Transportation

ATTACHMENT "A"  
(Continued)

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

1.0 GENERAL (Continued)

1.2 Intent (Continued)

55 Gallon Steel Drum	50 lbs.
55 Gallon Poly Drum	30 lbs
30 Gallon Drum	30 lbs
Palletized Cubic Yard Box With Liner	75 lbs
85 Gallon Poly Over Pack Drum	50 lbs
10 Ft. Fiber Drum	20 lbs
5 Gallon Bucket	3 lbs

The weights of other shipping containers not listed will be reasonably determined by weighing or agreed upon as needed.

It is also the intent of this program to offer disposal opportunities Conditionally Exempt Small Quantity Generator (small businesses). Disposal fees and methods to calculate such fees charged to Broward County based Conditionally Exempt Small Quantity Generators shall follow the guidelines of this bid.

1.3 Services Offered by Household Hazardous Waste Program may include:

- A. Fixed Saturday collection (North Trash Transfer Station located at 2780 North Powerline Road, Pompano Beach, FL and South Trash Transfer Station located at 5601 West Hallandale Beach Boulevard, Hollywood, FL).  
Contractor will receive, identify, categorize, place waste in the hazardous storage unit or other designated units. The contractor shall provide these services on a regular basis subject to a 72 hour notice. This format is expected to continue into the next fiscal year, however, the COUNTY reserves the right to modify the format to increase service and/or better process or serve the community.
- B. Remote one-day collection events.  
One day prescheduled collection events at municipal sites, with thirty days advanced notice. The contractor shall supply all necessary staff and equipment in coordination with the County Program Coordinator. One day event shall require the Contractor to remove waste for disposal at the end of the day. These events will probably be scheduled on a Sunday. It is estimated that there will be approximately 9 remote site collections per year. No waste shall remain on site after collection. The COUNTY shall not be responsible for occurrences at the Remote Collection Event. Mobilization Charge Item #1 and Labor Rates Item #3a, #3b & #3c will apply.



**ATTACHMENT "A"**  
(Continued)

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**

**3.0 APPLICABLE SPECIFICATION** (Continued)

**3.2 Manifests -**

The CONTRACTOR shall prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22) in accordance with 40 CFR Part 262, Sub-part B, for all hazardous waste collected during this project and transported from the COUNTY. Further, the CONTRACTOR shall provide copies of all Uniform Hazardous Waste Manifests to the COUNTY within a mutually agreed upon time period. The final manifest shall be submitted to the COUNTY within 90 working days.

**3.3 Invoices -**

Invoices shall be submitted monthly in accordance with the unit prices and disposal requirements specified in this Agreement. Each invoice shall be submitted to the COUNTY within thirty (30) days of completion of service. Invoices shall note correspondence, manifest numbers where applicable.

**3.4 Standards -**

The CONTRACTOR shall comply with 40 CFR Part 2, "Standards Applicable to Transporters of Hazardous Waste"; Chapter 17-730, Part 3, Florida Administrative Code; and all applicable USDOT requirements for transportation of hazardous materials.

**3.5 Transporters -**

The CONTRACTOR shall ensure that all transporters possess local, state and federal transporter permits, and that all local, state and federal regulations concerning packaging and transport of hazardous waste encountered en route are complied with.

CONTRACTOR shall identify the transporters of all waste materials, including the name, location, number and type of license, and any fines, citations, or accidents within the last five (5) years.

**3.6 Reference Sheets -**

The CONTRACTOR shall provide the COUNTY with a Drum Summary Breakdown sheet indicating manifest number and container content sheet numbers for each drum of hazardous waste collected during this project within a mutually agreed upon time period. CONTRACTOR shall also provide an invoice cross reference sheet for every disposal line item which shall include description, size of container, quantity, and all drum numbers per category as they appear on the Drum Summary Breakdown.

ATTACHMENT "A"  
(Continued)

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

3.0 APPLICABLE SPECIFICATION (Continued)

3.9 Disposal Site – (Continued)

The Contractor shall identify all Intermediate, Final and Ultimate Disposal Facilities employed for the management of Broward County's waste. Name, location, type, permit and any citations/permit violations within the last 10 years must be listed. The contractor will identify wastes by Item No. and the corresponding waste management process or processes for listed Item Numbers handled at each listed facility. The contractor must designate all applicable facilities for all and each listed waste Item Number.

Waste Management Processes:

Fuels Blending  
Treatment (Provide Detail)  
Incineration  
Storage  
Processing (Provide Detail)  
Recycling

The Contractor shall complete the following form for each Facility utilized.

ATTACHMENT "A"  
(Continued)

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

**4.0 IMPLEMENTATION**

**4.1 Identification –**

The CONTRACTOR shall provide on-site identification of all hazardous waste received at the collection centers. Identification shall be sufficient to properly package all hazardous waste pursuant to USDOT requirements and to ensure acceptance at an EPA permitted storage, treatment or disposal facility.

**4.2 Site Inspection and Meeting –**

A pre-collection coordination meeting shall be held to discuss coordination between CONTRACTOR's Project Coordinator and COUNTY Household Hazardous Waste Coordinator. The collection location shall be completely set up prior to the collection of items specified by the COUNTY. A joint inspection by the COUNTY HHW Program Coordinator and the CONTRACTOR Project Coordinator will be made prior to each event. Any observed deficiencies will be corrected prior to opening the collection location to the public.

**4.3 Traffic Control –**

The CONTRACTOR shall establish the configuration of the collection center to allow participants to deliver waste materials in a drive through pattern without leaving their vehicle. The traffic layout is to be mutually agreed upon between the County's Program Coordinator and the CONTRACTOR'S Project Coordinator. A layout of the traffic pattern shall be provided to the COUNTY in writing 7 days prior to a collection event. The traffic control pattern must be mutually agreed upon by both COUNTY and CONTRACTOR. Specific legible instructions and traffic control signs shall be provided by the CONTRACTOR as required and shall be posted to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic.

**4.4 Consolidation –**

The CONTRACTOR shall make provisions to consolidate compatible hazardous wastes in order to minimize per unit disposal costs. Additionally, the CONTRACTOR will make provisions to bulk flammable materials or other compatible wastes if such options are available.

**4.5 Packaging –**

The CONTRACTOR shall comply with pre-transport requirements of 40 CFR Part 262, Sub-part C. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport of hazardous waste. CONTRACTOR is expected to remain at the Collection location until all hazardous materials are safely stored.

ATTACHMENT "A"  
(Continued)

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

5.0 HEALTH AND SAFETY (Continued)

5.2 Safety and Spill Contingency Plans – (Continued)

CONTRACTOR and COUNTY staff shall be required to follow basic protection guidelines which include but are not limited to the following:

- (1) Wearing of work uniform, safety glasses, and safety shoes.
- (2) Wearing chemical gloves when working in the receiving area accepting waste materials shall be required.
- (3) Lab packaging of chemical waste shall require the same level of protective gear as worn in the receiving area with the addition of a protective over suit.
- (4) An individual air-purifying respirator, (equipped with organic vapor/acid gas/high efficiency combination cartridges) shall be available within reach of all personnel.
- (5) Each individual shall have a pair of chemical splash goggles available.
- (6) Segregation and packaging of liquid waste shall require Tyvek coveralls/apron, chemical gloves, chemical boots, or boot covers. Additionally, respiratory protection, and chemical goggles and face shield (if not using a full-face respirator) may be required by the Program Coordinator or CONTRACTOR's Project Coordinator.

5.3 Spill Contingency Plan—

The Project Coordinator is responsible for notifying and advising local emergency groups and agencies of collection events prior to public participation. A list of these agencies and services shall be maintained at the facility and shall include but not be limited to phone numbers and addresses of the nearest hospital, emergency medical transport, fire and police departments. Directions to the nearest hospital shall be available to all personnel at each site.

5.4 Emergency Response Plan –

The Contractor's Project Coordinator has the authority to activate the COUNTY'S Emergency Plan. Under emergency conditions the CONTRACTOR's Project Coordinator will support and advise the COUNTY's Program Coordinator or Designee. Emergency response guidelines include but shall not be limited to:

ATTACHMENT "A"  
(Continued)

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

5.0 HEALTH AND SAFETY (Continued)

5.5 Spill Control and Response

- A. COUNTY shall provide all spill control measures which are necessary to control any type of spill. Additional control measures may be provided by the CONTRACTOR, as necessary.
- B. CONTRACTOR is completely responsible for the cleanup and any associated costs of any spill as a result of their activities at the pickup site, during transportation, or at the disposal facility. CONTRACTOR shall clean up spills in accordance with Federal, State, and Local regulations and verify that the cleanup meets applicable cleanup standards. COUNTY reserves the right to verify costs and quality of any such cleanup required of the CONTRACTOR in performing tasks under the terms and conditions of this Agreement.

6.0 RECORDS

6.1 Collection Date

Number of CESQGs participating (as applicable)  
Type and quantity of hazardous waste collected from households  
Types of Waste: Chemical and generic terms by percentages  
Total cost to the COUNTY

6.2 Reports -

The CONTRACTOR shall prepare and submit information to the COUNTY sufficient to complete the annual hazardous waste generator report required by FDEP and submit a monthly discarded, hazardous materials hauler Report to Broward County's Department of Planning and Environmental Protection.

6.3 Summary Report -

The CONTRACTOR shall provide an annual project report which shall household hazardous wastes collected during each project, disposition of all hazardous waste collected, and the total cost to the COUNTY.

6.4 Use of Reports -

All reports produced by the CONTRACTOR during this project shall become the property of the COUNTY without restrictions or limitations upon their use.

ATTACHMENT "A"  
(Continued)

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

7.0 BROWARD COUNTY RESPONSIBILITIES (Continued)

7.2 COUNTY Responsibilities (Continued)

8. The COUNTY reserves the right to cancel or reduce the hours of operation of any scheduled collection due to inclement weather, reduced participation, funding shortfalls, or other reasons.
9. The COUNTY shall provide a dumpster for nonhazardous waste at all collection events.

8.0 CONTRACTOR RESPONSIBILITIES

8.1 Personnel

1. CONTRACTOR shall provide a minimum of two (2) trained personnel per collection site on Saturdays unless alternate arrangements with COUNTY have been pre-approved, to include as follows:
2. Four (4) technicians having at least one year experience in Household Hazardous Waste (HHW) field operations, including the identification, characterization, and handling of HHW.
3. Contractor will provide sufficient personnel to fully staff Remote Collection Events and scheduled CESQG Collection Events. Required staffing levels will be set for each Remote Collection Event based on historic participation data and as mutually agreed upon by the County and the Contractor.
4. The CONTRACTOR is and shall perform this agreement as an Independent CONTRACTOR and, as such, shall have and maintain complete control over all of its personnel and operations. Neither the CONTRACTOR nor anyone employed by the CONTRACTOR shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the COUNTY.
5. All staff shall have required OSHA training.
6. CONTRACTOR will designate a Contractor Project Coordinator responsible for directing Contractor supplied personnel for the purposes of Conducting Remote Collection Events.

PREVIOUS CONTRACT NO. J-3-00-071-B2

BID NO. J-Y-03-282-B1

ATTACHMENT "B"

REFERENCES

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

Client \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contract Description: \_\_\_\_\_ Contract Term: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Description of Services  
Performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PREVIOUS CONTRACT NO. J-3-00 071-B2

BID NO. J-Y-03-282-B1

**ATTACHMENT "C"**  
(Continued)

**BID GUARANTY FORM**  
**IRREVOCABLE LETTER OF CREDIT** (Continued)

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Broward County Administrator with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to Broward County that this Letter of Credit will expire prior to performance of the contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

The execution of the contract and the submission of the required Performance and Payment Guaranty and Insurance

Certificate by the \_\_\_\_\_  
(Contractor, Applicant, Customer)

\_\_\_\_\_ shall be released of obligations.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1984 revision), Publication No. 400 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or county and Florida law should arise, Florida law shall prevail.

\_\_\_\_\_  
(NAME OF ISSUING BANK)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Type Title



PREVIOUS CONTRACT NO. J-3-00 071-B2

BID NO. J-Y-03-252-B1

**ATTACHMENT "D"**  
(Continued)

**FORM OF PERFORMANCE AND PAYMENT BOND**

No right action shall accrue on this bond to or for the use of any person or corporation other than the COUNTY named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 2004.

\_\_\_\_\_  
(Name of Corporation)

WITNESSES:

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
(Signature and Title)

BY: \_\_\_\_\_  
(Type Name and Title signed above)

(CORPORATE SEAL)

IN THE PRESENCE OF:

\_\_\_\_\_  
INSURANCE COMPANY:  
\_\_\_\_\_

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_

**ATTACHMENT "E"**  
(Continued)

**PERFORMANCE AND PAYMENT GUARANTY FORM**

**IRREVOCABLE LETTER OF CREDIT**

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the

\_\_\_\_\_  
(Contractor, Applicant, Customer)

and final acceptance by Broward County.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1984 revision), Publication No. 400 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

\_\_\_\_\_  
(NAME OF ISSUING BANK)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Type Title

**ATTACHMENT "G"**  
**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The offeror's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

\_\_\_\_\_  
 (Vendor Signature)

\_\_\_\_\_  
 (Print Vendor Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004,

by \_\_\_\_\_  
 (Name of person who's signature is being notarized)

as \_\_\_\_\_ of \_\_\_\_\_  
 (Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced \_\_\_\_\_  
 (Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print Name)

My commission expires: \_\_\_\_\_

**ATTACHMENT "I"****Certificate of Insurance for Household Hazardous Waste Collection and Disposal Services**

The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b>	Bodily Injury		
<input checked="" type="checkbox"/> Commercial General Liability	Property Damage		
<input checked="" type="checkbox"/> Premises-Operations	Bodily Injury and Property Damage Combined	\$500K	\$500k
<input checked="" type="checkbox"/> Explosion & Collapse Hazard	Personal Injury		
<input checked="" type="checkbox"/> Underground Hazard			
<input checked="" type="checkbox"/> Product/Completed Operations Hazard			
<input checked="" type="checkbox"/> Contractual Insurance			
<input checked="" type="checkbox"/> Broad Form Property Damage			
<input checked="" type="checkbox"/> Independent Contractors			
<input checked="" type="checkbox"/> Personal Injury			
<b>AUTO LIABILITY</b>	Bodily Injury (each person)		
<input checked="" type="checkbox"/> Comprehensive Form	Bodily Injury (each accident)		
<input checked="" type="checkbox"/> Owned	Property Damage		
<input checked="" type="checkbox"/> Hired	Bodily Injury and Property Damage Combined	\$500K	
<input checked="" type="checkbox"/> Non-owned			
<input type="checkbox"/> Any Auto			
<b>EXCESS LIABILITY</b>	Bodily Injury and Property Damage Combined		
<input type="checkbox"/> Umbrella Form			
<input type="checkbox"/> Other than Umbrella Form			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</b>	<input checked="" type="checkbox"/> <b>STATUTORY</b>		
	(each accident)		\$100k
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY - E&amp;O</b>	Maximum Deductible \$		\$
<input type="checkbox"/> <b>PROPERTY COVERAGE/ BUILDER'S RISK INCLUDE WIND AND FLOOD INS.</b>	Maximum Deductible \$		
<input type="checkbox"/> If project greater than \$100k - installation floater required for replacement of material, equipment, installation, tools etc. All risk, agreed value. Otherwise, contractor will be responsible for tools, materials, equipment, machinery etc. until completion and County takes possession.	Maximum Deductible	\$10k deductible	Agreed value
	Each Claim		
<p>Description of Operations/Locations/Services: Certificate must show on general liability and: <b>Additional Insured: Broward County Board of County Commissioners, Broward County, Florida.</b> Also when applicable certificate should show <b>B.C.B.C.C. as additional Insured for property coverage/builder's risk / Installation floater when coverages are required.</b> Certificate Must be Signed and All applicable Deductibles shown</p> <p>NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen &amp; Harbor Workers' Act/ &amp; Jones Act</p> <p><b>CANCELLATION:</b> Thirty (30) Day written notice of cancellation required to the Certificate Holder:</p>			
<p>Name &amp; Address of Certificate Holder            Broward County Board of County Commissioners            Purchasing Division, Suite 212            115 South Andrews Avenue            Fort Lauderdale, FL 33301            RE: Bid# <u>JY03282B1</u> Project#</p>			
<p><i>[Signature]</i>            Darlene S. George, Director            Risk Management Division            11/24/03            Date Issued</p>			

# ACORD CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE  
02/10/2004

PRODUCER

877-945-7378

Willis North America, Inc.  
26 Century Blvd.  
P. O. Box 305191  
Nashville, TN 37230-5191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

INSURED

EQ Florida, Inc.  
7202 East 8th Ave.  
Tampa, FL 33619

INSURER A: Commerce and Industry Insurance Company 19410-006  
INSURER B: Commerce and Industry Insurance Company 19410-001  
INSURER C: American International Specialty Lines Inc 26881-002  
INSURER D: American International Specialty Lines Inc 26881-007  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL4177902	8/1/2003	8/1/2004	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 25,000
					PERSONAL & ADWJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	CA7665295	8/1/2003	8/1/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG \$
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				
C	EXCESS LIABILITY	UL8086095	8/1/2003	8/1/2004	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC9680369	1/1/2004	1/1/2005	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER \$ 500,000
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
D	OTHER	PLS2673560	8/1/2002	8/1/2005	\$24,000,000 Each Claim \$28,000,000 Aggregate
	Pollution Legal Liability				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
See Attached.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Broward County Board of County Commission  
115 South Andrews Avenue  
Ft. Lauderdale, FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.